

LICENSE AND RENTAL AGREEMENT

THIS LICENSE AND RENTAL AGREEMENT (the "License Agreement") made this 27th day of September, 2000 between BRI THE POINT LIMITED PARTNERSHIP, (LICENSOR), at 11215 Oak Leaf Drive, Suite 103, Silver Spring, Maryland and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, (the "COUNTY"); (the LICENSOR and the COUNTY together "the PARTIES").

WITNESSETH

WHEREAS, the PARTIES have agreed to enter into a License Agreement, under the terms of which the Licensor will permit the COUNTY to install and maintain communications antennae as specified in Exhibit "A" on the rooftop of Building 1 of the property located at 11200 Lockwood Drive, Silver Spring, Maryland and more specifically described at Liber 5452, Folio 853 as recorded in the County of Montgomery ("the Property"). COUNTY also shall install and operate infrastructure equipment in the existing basement of the building, which is associated with the maintenance and operation of the antennae.

WHEREAS, the PARTIES desire to enter into this License Agreement to permit the COUNTY to use the Property to maintain communications antennae and equipment and to provide for the payment of compensation to LICENSOR for use of the Property.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this License Agreement as if fully set forth; and for the payment of ONE DOLLAR (\$1.00) to BRI THE POINT LIMITED PARTNERSHIP by the COUNTY; and for payment of fees by the COUNTY to the BRI THE POINT LIMITED PARTNERSHIP for the use of the license as provided in this License Agreement; and for other good and valuable, consideration, the receipt of sufficiency of which are hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. GRANT AND EXTENT OF LICENSE: LICENSOR hereby grants to the COUNTY a nonexclusive License to occupy and maintain, subject to all of the terms of this License Agreement, for the purpose of the installation and operation of antennae, as specified in Exhibit "A" attached hereto on the rooftop of Building 1,. In addition, the COUNTY is allowed access to and use of the equipment housed in the basement of the building, representing approximately 600 square feet as above in Exhibit "B" attached hereto. The space subject to this License shall be referred to as the "Premises" in this License Agreement. The Property is as shown on Exhibit "B" which is attached to this License Agreement and incorporated as if fully set forth. The COUNTY will have the right of ingress to and egress from the Property, 24 hours a day, seven days a week.

2. TERM: The License granted by LICENSOR to the COUNTY is effective for a term of five (5) years, commencing on August 1, 2000, and ending on July 31, 2005 (the "License Term").

3. PAYMENT OF RENT: During the License Terms the COUNTY must pay rent in equal monthly installments, as provided in this Paragraph. The rent schedule for the License Term is:

	MONTHLY RENT	ANNUAL RENT
8/1/2000	\$1,700.00	\$20,400.00
8/1/2001	\$1,700.00	\$20,400.00
8/1/2002	\$1,700.00	\$20,400.00
8/1/2003	\$1,700.00	\$20,400.00
8/1/2004	\$1,700.00	\$20,400.00

Each monthly payment must be made in advance of the first day of the month for which it is due, beginning on August 1, 2000, and ending on July 31, 2005. All checks for the rent then due must be made payable to: BRI The Point Limited Partnership and mailed to:

Berkshire Towers at Silver Spring
11215 Oak Leaf Drive Suite 103
Silver Spring, MD 20901

- B. LICENSOR will charge COUNTY a late payment fee of five percent (5%) of the overdue installment for any installment of rent that COUNTY fails to pay within ten (10) calendar days after the first day of the month for which the payment is due. The COUNTY must pay any then due late payment fees as part of the rent installment then currently overdue. The LICENSOR shall have the right to terminate this License for default, and pursue any other legal remedies available to LICENSOR under the laws of the State of Maryland if COUNTY fails to timely pay three or more installments of rent during any calendar year.

4. RENEWAL: Provided the COUNTY is not in default, this agreement shall automatically renew for three (5) year terms (the "Renewal Terms") unless either party notifies the other party of its intention not to renew in writing at least thirty (30) days prior to the end of the current term. The rent for the first (1st) five (5) year extension shall be \$23,460.00 per year or \$1,955.00 per month; the second (2nd) five (5) year extension shall be \$26,940.00 per year, or \$2,245.00 per month; and the third (3rd) five (5) year extension shall be \$34,200.00 per year, or \$2,850.00 per month.

5. NO ELECTRICAL OR MAGNETIC INTERFERENCE: The COUNTY will attach and energize any antenna installed by the COUNTY on the property in such a manner that the reception and transmission signals of the LICENSOR are not interfered with or degraded. The COUNTY must pay the cost of proper installation or any required corrective action. If any antenna installed on the Property by the COUNTY causes any interference with or degradation of the LICENSOR'S signals and the interference or degradation is not corrected by the COUNTY within 72 hours after written notification from LICENSOR, then LICENSOR shall have the right to shut down the interfering equipment until the interference or degradation

is corrected. The LICENSOR will ensure that the County equipment will be protected from all interference caused by any new antennae or changes made to existing antennae that are done after installation of the COUNTY equipment.

The LICENSOR will send written notification of any interference problems caused by the COUNTY sent to COUNTY to:

Attention: Facilities Services Section
Montgomery County Dept. of Public Works
110 N. Washington Street, Suite 318
Rockville, Maryland 20850
Fax No. (240) 777-6109

6. UTILITY SERVICE: The COUNTY agrees to pay for all costs associated with the operation of the antenna and the related equipment in the equipment room located in the basement of the building, including all costs for telephone and electrical wiring and outlets used by the COUNTY. The electric lines or other utilities serving the COUNTY'S Communications Facility must have a separate utility metering to be paid for by the COUNTY.

7. HOLD HARMLESS: To the extent limited by law, the COUNTY hereby agrees to indemnify and hold BRI THE POINT LIMITED PARTNERSHIP harmless against any claims which may be made against the LICENSOR for loss or damage to persons or property caused solely by the antenna or resulting from the COUNTY'S use of the Property or installation, repair or maintenance of the equipment by the COUNTY.

8. INSURANCE: COUNTY shall have the right to self-insure. The COUNTY is a member of the Montgomery County Self-Insurance Program; Article 20-37 of the Montgomery County Code restricts the legal defense fund to members of the Fund and does not allow for outside entities. The certificate of insurance evidences limits of insurability for general liability coverage in the amounts of \$500,000 aggregate and \$200,000 each occurrence and \$20,000 per person, \$40,000 per accident for bodily injury and \$10,000 for property damage for automobile liability and state statute limits for workman's compensation. These are the maximum limits of liability for which Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act of 1986. This insurance policy must be maintained continuously by the COUNTY during the full term of this License Agreement and during any extension of the License Term. COUNTY shall deliver to LICENSOR a certificate of insurance evidencing the coverage above described within fifteen (15) days after execution of this License Agreement.

9. NON-APPROPRIATION: This License Agreement is subject to the annual appropriation of funds. This License Agreement shall terminate automatically on July 1 of any year for which Montgomery County, for whatever reason, does not appropriate funds to operate this project as stated. The COUNTY shall give BRI THE POINT LIMITED PARTNERSHIP at least thirty (30) days written notice of the lack of appropriation. BRI THE POINT LIMITED

PARTNERSHIP shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items for any amount of money for which there has been no appropriation.

10. GOVERNING LAW This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and Montgomery County. Licensee agrees to abide by the non-discrimination in employment provisions in Federal, State and County Law.

11. BROKERAGE FEES AND COMMISSIONS: Licensee represents that it has not retained anyone to solicit or secure this License from Montgomery County, Maryland, and that no commission or other fees are due to any person or entity as the procuring cause of entering into this License Agreement.

12. NO EMPLOYMENT OF PUBLIC EMPLOYEE: Licensee understands that unless authorized under Section 11-B-46 or 11-B-54 of the Montgomery County Code (1994), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

13. NOTICES: Any Notice given under this License Agreement will be deemed sufficient if certified mail, return receipt requested or delivered by hand by and receipted messenger service or any receipted, nationally recognized commercial or governmental oversight deliver service. Notices to the Parties shall be sent to:

LICENSOR

BRI The Point Limited Partnership
11215 Oak Leaf Drive Suite 103
Silver Spring, MD 20901
Fax. 202-388-2648
Attention: General Manager

COPY TO:

BRI The Point Limited Partnership
C/O The Berkshire Group
One Beacon Street
Suite 1500
Boston, MA 02108
Attention: Legal Department

COUNTY

Montgomery County Government
Division of Facilities & Services
Leasing Management
110 N. Washington Street, Rm. 318
Rockville, Maryland 20850
Tel. 240-777-6080
Fax. 240-777-6109

14. TERMINATION: The COUNTY may terminate this agreement in the event the COUNTY is unable to obtain needed building or other needed permits or agreements. The COUNTY must give the Licensor a minimum of sixty (60) days notice of such termination in writing to the LICENSOR.

15. QUIET POSSESSION: Upon execution of this Licensee Agreement and payment of each monthly installment when due, the COUNTY will be entitled to peaceful and nonexclusive possession and use of the Property for the purposes set out in the License Agreement.

16. COVENANTS BY THE LICENSOR: The LICENSOR covenants that the LICENSOR has good and sufficient title to the Property; and that the person executing this License Agreement on behalf of the LICENSOR has full authority to enter into and execute this Agreement, and to bind the LICENSOR. The LICENSOR has no knowledge of any liens or judgements affecting the LICENSOR'S title to the Property or of any covenants, easements or restrictions that prohibit the use of the Property by the COUNTY as set forth above. The COUNTY may choose to obtain an examination and report of title and zoning on the Property prior to the effective date of this Lease Agreement, and may terminate the License Agreement if the results on any such examination of title and zoning of the Property demonstrates that COUNTY will not be permitted to use the Property for the purposes intended by the Parties.

17. REMOVAL OF EQUIPMENT: The communications antenna and equipment installed by the COUNTY is and shall remain the property of the COUNTY and upon the expiration or earlier termination of this License agreement, the COUNTY shall, at its sole cost and expense, remove communication antenna and equipment and return the Premises to substantially the condition existing on August 1, 2000, normal wear and tear excepted, or leave it in its improved condition with written consent of LICENSOR.

18. FULL AGREEMENT OF THE PARTIES: This License Agreement contains the entire agreement of the PARTIES. The PARTIES will not be bound by any verbal or oral agreements or understandings that have not been expressly incorporated into this License Agreement.

19. MODIFICATION: This License Agreement can only be modified by a written modification agreement signed by the PARTIES. Any addition or modification to this License Agreement must be made in writing and signed by the PARTIES.

20. BINDING NATURE: The License Agreement shall inure to the benefit of and bind the successors, and assigns of the PARTIES as limited by the terms of this License Agreement.

21. NOT A PARTNERSHIP: This License Agreement is intended only to create a license relationship between the PARTIES for the use of the Property. As a result of entering into this License Agreement, BRI THE POINT LIMITED PARTNERSHIP may not be construed or held to be a partner or joint venturer of the COUNTY in the conduct of the COUNTY'S business. The relationship of the PARTIES is and will remain that of LICENSOR and LICENSEE.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the PARTIES have executed this License Agreement on the date first above written.

WITNESS:

BY: Chas Butler

LICENSOR:

BRI THE POINT LIMITED PARTNERSHIP

BY: Ridge Frew
RIDGE FREW
CHIEF OPERATING OFFICER
Date: 8/9/10

WITNESS:

BY: Deborah Richards

COUNTY:

MONTGOMERY COUNTY, MARYLAND

BY: William Mooney
William Mooney, Assistant
Chief Administrative Officer
Date: 9/27/00

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

BY: Gileen T. Brasman

RECOMMENDED BY:

BY: J. Ronald Smith
J. Ronald Smith, Chief
Division of Facilities and Services

Date: 7/28/2000

Date: 8/3/00

DBABERK

EXHIBIT "A"

Antenna information is as follows:

Antenna Function	Antenna Type	# of Antenna	Cable Type	Height	Orientation
800 MHz Receive	BMR12-A	1	7/8" LDF	215 Ft.	315 Degrees
800 MHz Transmit	BMR12-A	3-1F	15/8" LDF	190 Ft.	315 Degrees
VHF Paging	DB-224E	1	15/8" LDF	190 Ft.	240 Degrees
VHF Simulcast	DB-224E	1	15/8" LDF	190 Ft.	240 Degrees
PG Mutual Aid	TDDD7280	1	½" LDF	215 Ft.	120 Degrees
Data Tx/RX	S2-973A	1	15/8" LDF	190 Ft.	330 Degrees